



**Los Angeles County
Board of Supervisors**

Gloria Molina
First District

Mark Ridley-Thomas
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

Mitchell H. Katz, M.D.
Director

Hal F. Yee, Jr., M.D., Ph.D.
Chief Medical Officer

Christina Ghaly, M.D.
Deputy Director, Strategic Planning

313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

Tel: (213)240-8101
Fax: (213) 481-0503

www.dhs.lacounty.gov

*To ensure access to high-quality,
patient-centered, cost-effective health
care to Los Angeles County residents
through direct services at DHS facilities
and through collaboration with
community and university partners.*



www.dhs.lacounty.gov

December 18, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT TO HEALTHY WAY LA HEALTH CARE
INITIATIVE AGREEMENTS AND
APPROVAL OF NEW AGREEMENTS
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval of amendments to the Healthy Way L.A. Healthcare Initiative agreements to implement programmatic and administrative changes, and approval of three new Healthy Way L.A. Matched Program agreements.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director of Health Services (Director), or his designee, to execute amendments to current Healthy Way L.A. Health Care Initiative (HWLA) Agreements with the Community Partners listed in Attachment A, effective upon Board approval, to permit the Department of Health Services (Department or DHS) to implement programmatic and administrative changes, as detailed herein, at an estimated cost of \$500,000.
2. Delegate authority to the Director, or his designee, to execute additional amendments to HWLA Agreements with Community Partners, to permit DHS to implement additional programmatic and administrative changes, including modifications to DHS operational protocols that are reflected in the Agreements and adjustments that do not materially alter the scopes of service and are within the Department's existing budgeted resources, subject to prior review and approval by County Counsel, and prior written notification to the

Board and Chief Executive Office.

3. Approve and authorize the Director, or his designee, to execute three new HWLA agreements with the proposed Community Partner clinics listed in Attachment B, effective upon Board approval through December 31, 2013, for the provision of HWLA Matched Program services as a result of a Request for Information process conducted during 2012, using the HWLA Matched Agreement format then currently approved by the Board. The HWLA Matched Program does not have a maximum obligation as required under the terms of the 1115 Waiver terms and conditions; however, DHS estimates the total HWLA Matched annual allocation for all three Agreements to be approximately \$5,100,200.

4. Delegate authority to the Director, or his designee, to execute new HWLA agreements for Matched Program services, effective upon Board approval or later, through December 31, 2013, with qualified community clinics and medical groups selected as a result of an ongoing RFI process, upon approval by County Counsel, and notification to the Board and Chief Executive Office, using the HWLA Matched Agreement format then currently approved by the Board. The HWLA Matched Program does not have a maximum obligation as required under the terms of the 1115 Waiver terms and conditions. However, the number of Agreements awarded will be kept within the limits of DHS existing resources.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

AMENDMENT

On November 2, 2010, the California Department of Health Care Services (DHCS) and Centers for Medicare and Medicaid (CMS) entered into a new 1115 Waiver, commonly known as the California Bridge to Reform, for a five year period, commencing November 1, 2010. This Waiver provides the framework to move to federal Health Care Reform in 2014 for Medicaid Coverage Expansion (MCE) enrollees who are adults, aged 19-64, with income at or below 133 percent of the Federal Poverty Level (FPL) and who meet citizenship or legal residence requirements.

On December 14, 2010, the Board authorized the Director, acting on behalf of the County, to participate in the new California 1115 Waiver and its Low Income Health Program (LIHP), and to submit all documents necessary to implement its intent to participate. On June 14, 2011, the Board approved the current HWLA Agreement with Community Partners covering HWLA-Matched and Unmatched Services for the HWLA Health Care Initiative Program to implement the MCE component of the LIHP, as part of the California 1115 Waiver. These agreements replaced the previous Public Private Partnership (PPP), HWLA, and SB474 contracts.

On September 20, 2011, the Board delegated authority to DHS to execute amendments to existing HWLA-Matched agreements and to offer new HWLA-Matched agreements, to accommodate the transition of current Ryan White Care Act (Ryan White) program clients to HWLA.

On January 10, 2012 and June 12, 2012, the Board delegated authority to DHS to amend existing Community Partner agreements to implement administrative and programmatic changes in order to respond to the evolving needs of the HWLA Matched and Unmatched Programs.

While HWLA program implementation continues, additional opportunities for improvement have

arisen. As with previous requests to implement administrative and programmatic changes, DHS staff and the Community Partners have mutually agreed that the recommended amendment improves HWLA for all stakeholders, especially the patients who obtain services through the HWLA Matched and Unmatched programs. Approval of the first and second recommendations will allow the Director, or his designee, to execute amendments, substantially similar to Exhibit I, to make administrative and programmatic changes to go beyond the scope of the delegated authority approved by the Board on January 10, 2012 and June 12, 2012, and execute additional future amendments to HWLA Agreements with Community Partners, to permit the Department of Health Services to implement additional programmatic and administrative changes.

The recommended changes include:

Reimburse the Community Partners at Medi-Cal Prospective Payment System (PPS) Rate (for FQHC/Look-alikes) or Full Reimbursement Rate (for non-FQHC/Look-alikes) for "Matched Pending" Claims

Many Community Partner clinics under the HWLA Agreement have been designated a Federally Qualified Health Center (FQHC) or FQHC Look-alike by the U.S. Department of Health and Human Services Health Resources and Services Administration (HRSA). Because they have designation, Medi-Cal has assigned each of these Community Partners a PPS Rate, on the basis of the entity's historical operating costs. The County has agreed under the HWLA Agreement to use each Community Partner's PPS Rate or \$109, whichever is greater, as their reimbursement rate for each clinical visit performed on a HWLA Matched Program enrolled patient. The average PPS Rate among the Community Partners is approximately \$150 per visit. Clinics that are not designated as FQHC or FQHC Look-Alike are reimbursed \$109 per visit for HWLA Matched Program enrolled patients.

Currently, if a patient is awaiting enrollment into the HWLA Matched Program pending review of his/her eligibility for enrollment (referred herein as "Matched Pending"), the Community Partner is reimbursed at a lower Matched Pending rate of \$94 per visit. Once the patient is determined to be eligible and enrolled into the HWLA Matched Program, the difference between the two rates is reconciled and the Community Partner is then paid the difference between their PPS Rate or \$109) and the Matched Pending rate of \$94 per visit.

On July 15, 2012, DHS and the Community Partner clinics began implementing the Your Benefits Now (YBN)/LEADER system as the portal for submitting HWLA applications. Around this time, the Community Partners and DHS began systematically notifying patients that they needed to return to their Community Partner clinic to redetermine (or renew) their eligibility for the HWLA program. The combination of these two changes resulted in a significantly increased and unanticipated workload for both Community Partners and DHS' Eligibility and Enrollment unit, resulting in delays in DHS' ability to process new applications.

The Department is in the process of adding additional resources to the DHS Eligibility Unit to ensure timely determination of applicants' eligibility and enrollment into the HWLA Matched Program. However, to ensure that this delay in application processing does not negatively, fiscally impact the Community Partners, the Department is recommending that the Board authorize it to reimburse the Community Partners, at their full Matched Rate for pending claims associated with patients who have an application in queue. Accordingly, DHS will reimburse the Community Partners at their PPS rate (or \$109) for those "Matched Pending" patients who have an application under review by DHS. Any claim associated with a patient who is ultimately denied eligibility for the HWLA Matched Program will be recouped in part or in full by the Department, depending on whether the patient associated

with that claim is eligible for the HWLA Unmatched Program. If the patient can be moved to the Unmatched Program, the difference between the clinic's PPS rate and the \$94 Unmatched Rate will be recouped. If the patient is not eligible for the Unmatched Program, the claim will be recouped in full.

Pay the Community Partner an Administrative Fee of \$10.00 for each HWLA Application and \$10.00 for each Redetermination as of July 1, 2012.

The administrative complexities associated with the implementation of the LEADER/YBN system and the patient redetermination process, as described above, have placed additional staffing and financial burdens on the Community Partner clinics. Consequently, the Partners have assumed additional duties beyond those specified in their contracts, effective with the YBN/Leader implementation. Therefore, the Department proposes reimbursing each Community Partner ten dollars (\$10.00) for each new HWLA enrollment for applications submitted between July 1, 2012 and December 31, 2013. In addition, the Department proposes reimbursing each Community Partner ten dollars (\$10.00) for each HWLA redetermination successfully completed and submitted between July 1, 2012 and December 31, 2013, or until DHS and DPSS implement a mail-in redetermination option for HWLA patients, whichever is sooner. This reimbursement would be provided by DHS to the Community Partner clinic once every 6 (six) months, i.e., the first payment would occur on or around January 31, 2013, for the period July 1, 2012 through December 31, 2012; the second payment will occur on or around July 31, 2013, for the period January 1, 2013 through June 30, 2013; and the third and final payment would occur on or around January 31, 2014, for the period July 1, 2013 through December 31, 2013. This payment will be for new enrollments and successful redeterminations only, and will not be paid for unsuccessful or duplicate applications or redeterminations.

No longer require Community Partner to pay County in instances where it is unclear whether the Community Partner or County is responsible for the denial or cancellation of a claim

The Agreement currently includes a provision that requires the Community Partner to reimburse the County the appropriate County contract, per-claim fee billed to the County by County's Claims Adjudicator, if claims are denied through no fault of the County or County's Claims Adjudicator, and solely through the fault of the Community Partner. The same provision indicates that Community Partner is to reimburse the County in instances where it is unclear which party was responsible for the denied or canceled claim. DHS wishes to revise the provision to clarify that the Community Partner is not obligated to pay County in those instances where responsibility for the denial or cancellation is unclear.

Revise Pharmacy Access Requirements

The Agreement currently includes a provision that requires the Community Partner, by December 31, 2012, to ensure HWLA patients assigned to their clinic have access to medically necessary pharmaceuticals on a seven (7) day per week basis. Most Community Partners are unable to independently meet this requirement by this date. Therefore, the Department wishes to revise the requirement to the more realistic and obtainable goal of requiring Community Partner clinics to ensure access to medically necessary pharmaceuticals for their patients during the clinic's normal operating hours, ensure that patients are provided accurate and up-to-date information about how and where they can fill their prescriptions (i.e. list of pharmacies, dispensaries and contracted pharmacy networks), and are provided with accurate information about how and where to obtain pharmaceuticals in emergency situations and when the clinic or contracted pharmacy is not open. Allow for HWLA Unmatched Dental Services to be included in the Transfer of Funds Provision.

Given the high need for dental services for the HWLA unmatched population, DHS is seeking authority to permit Community Partners to receive, upon request to the Director of Health Services or his/her designee, in writing, a one-time only funding transfer of no more than 10 percent of their primary care unmatched funds between their various service categories, including dental. The Director shall consider whether the request demonstrates a compelling justification and whether that justification fits with the larger goal of the Unmatched Program to meet the needs of underserved patients. In addition, the request to transfer funds between service categories must be tempered against the Allocation Methodology Formula's goal of achieving funding equity between SPAs. Therefore, the Department wishes to revise Agreement provisions pertaining to the transfer of funds to ensure such funds are readily accessible to meet the needs of patients enrolled in the HWLA Unmatched Program.

Correction of Administrative Error Regarding Unintentionally Omitted Optometry and Ophthalmology CPT Codes

An additional change will be made to the HWLA Agreements to correct an administrative error on the part of the Department. Optometry and Ophthalmology are authorized Specialty Care services under the HWLA Health Care Initiative. However, in the version of the Community Partner Agreement approved by the Board on June 12, 2011, DHS unintentionally omitted CPT codes for Optometry and Ophthalmology Services that the Community Partners previously, and as of November 1, 2011 have been able to claim for. This error has resulted in denied claims for the period July 1, 2011 through October 31, 2011. The recommended Amendment includes language to correct the error and allow these previously denied claims to be reviewed and paid as appropriate.

NEW HWLA AGREEMENTS

On June 14, 2011, the Board approved recommendations to approve and authorize DHS to execute superseding agreements for the HWLA Health Care Initiative Program as part of the California 1115 Waiver. In that Board letter, DHS indicated that it expected to propose expansion of the HWLA Matched Program network and intended to undertake a solicitation to determine if any FQHC or FQHC Look-alikes, which are not HWLA Program Partners, have an interest in a HWLA Matched Program agreement. On December 20, 2011, DHS informed Health Deputies of its intent to release a Request for Information (RFI) for Additional Health Way L.A. –Matched Program Services.

On January 6, 2012, DHS released the RFI to determine if there were potential additional providers interested in providing primary care services under the HWLA – Matched Program. Respondents could qualify under at least one of two categories of providers, including FQHC or FQHC Look-alike with service sites in Los Angeles County, without an existing HWLA Matched Program agreement; and existing County Community Clinic Expansion Program (CCEP) providers without an existing HWLA Matched Program agreement. DHS intended to enter into contract negotiations with all qualified agencies that were financially viable.

As a result of the RFI process, three agencies qualified to enter into contract negotiations, two under the FQHC Look-alike category and one under the CCEP category. Approval of the third recommendation will allow the Director to execute agreements substantially similar to Exhibit II with the three selected providers listed on Attachment B.

DHS intends to reopen and expand the RFI process on an ongoing basis to determine the interest of

newly designated FQHC and FQHC Look-alikes, and non-FQHC community clinics in becoming a HWLA Matched Program Community Partner. Approval of the fourth recommendation will allow the Director to execute new HWLA Matched Program agreements in the future with any qualified providers that are financially viable.

Implementation of Strategic Plan Goals

The recommended actions support Goal 1, Operation Effectiveness, and Goal 3, Integrated Services Delivery, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The estimated cost associated with the recommended Amendment is \$250,000, for the period beginning date of Board approval through June 30, 2013 [Fiscal Year (FY) 2012-13], and \$250,000, for the period July 1, 2013 through December 31, 2013 (end of Agreement term).

The HWLA Matched Program does not have a maximum obligation as required under the terms of the 1115 Waiver terms and conditions; however, the estimated total HWLA Matched annual allocation for the three new HWLA agreements is approximately \$5,100,200.

Funding is included in the DHS FY 2012-13 Final Budget and will be requested in the FY 2013-14 Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On June 14, 2011, the Board approved agreements with Community Partners covering HWLA-Matched and Unmatched Services for the HWLA Health Care Initiative Program to implement the MCE component of the LIHP, as part of the California 1115 Waiver. These agreements replaced previous Public Private Partnership agreements, HWLA, and SB474 contracts.

On September 20, 2011, the Board delegated authority to DHS to execute amendments to existing HWLA-Matched agreements and to offer new HWLA-Matched agreements, to accommodate the transition of current Ryan White Care Act program clients to HWLA.

On January 10, 2012 and June 12, 2012, the Board delegated authority to DHS to amend existing Community Partner agreements to implement administrative and programmatic changes in order to respond to the evolving needs of the HWLA Matched and Unmatched Programs.

The Agreements may be terminated for convenience by the County upon 30 days prior written notice.

The Agreement includes all Board of Supervisors' required provisions, including the most recent provision for CARD.

County Counsel has approved Exhibit I as to form.

CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendation actions will allow DHS to make programmatic and administration changes to the HWLA Agreements, on an as-needed basis, aimed at improving the HWLA program for all stakeholders, including the patients who obtain services through the HWLA Matched and Unmatched Programs, and expand the HWLA Matched Program network through the execution of new agreements with Community Partners under the HWLA Matched Program.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mitchell Katz". The signature is written in a cursive, flowing style.

Mitchell H. Katz, M.D.

Director

MHK:ja

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

ATTACHMENT A

| | HWLA CONTRACTOR NAME | CONTRACT NUMBER |
|----|--|------------------------|
| 1 | AIDS HEALTHCARE FOUNDATION | H-705105 |
| 2 | ALL FOR HEALTH, HEALTH FOR ALL, INC. | H-704829 |
| 3 | ALTAMED HEALTH SERVICES CORPORATION | H-704830 |
| 4 | AMERICAN INDIAN HEALING CENTER, INC. | H-704831 |
| 5 | ANTELOPE VALLEY COMMUNITY CLINIC | H-704832 |
| 6 | ARROYO VISTA FAMILY HEALTH FOUNDATION | H-704833 |
| 7 | ASIAN PACIFIC HEALTH CARE VENTURE, INC. | H-704834 |
| 8 | BAART COMMUNITY HEALTHCARE | H-704835 |
| 9 | BIENVENIDOS CHILDREN'S CENTER, INC. | H-704836 |
| 10 | CATHOLIC HEALTHCARE WEST - ST. MARY'S | H-705098 |
| 11 | CENTRAL CITY COMMUNITY HEALTH CENTER, INC. | H-704837 |
| 12 | CENTRAL NEIGHBORHOOD MEDICAL GROUP, INC. | H-704838 |
| 13 | CHILDREN'S DENTAL FOUNDATION | H-704839 |
| 14 | CHILDREN'S HOSPITAL OF LOS ANGELES | H-705099 |
| 15 | CHINATOWN SERVICE CENTER | H-704840 |
| 16 | CITY OF LONG BEACH | H-705109 |
| 17 | CITY OF PASADENA | H-705100 |
| 18 | CLINICA MSR. OSCAR A. ROMERO | H-704841 |
| 19 | COMMUNITY HEALTH ALLIANCE OF PASADENA | H-704842 |
| 20 | COMPREHENSIVE COMMUNITY HEALTH CENTER | H-704843 |
| 21 | COMPTON CENTRAL HEALTH CLINIC, INC. | H-704844 |
| 22 | DURFEE FAMILY CARE MEDICAL GROUP | H-704845 |
| 23 | EAST VALLEY COMMUNITY HEALTH CENTER, INC. | H-704846 |
| 24 | EL DORADO COMMUNITY SERVICE CENTER | H-704847 |

ATTACHMENT A

| | HWLA CONTRACTOR NAME | CONTRACT NUMBER |
|----|--|------------------------|
| 25 | EL PROYECTO DEL BARRIO | H-704848 |
| 26 | EMILE G. SHENOUDA, M.D., INC. | H-704849 |
| 27 | FAMILY HEALTH CARE CENTERS OF GREATER LA, INC. | H-704850 |
| 28 | GARFIELD HEALTH CENTER | H-704851 |
| 29 | HARBOR FREE CLINIC | H-704852 |
| 30 | JWCH INSTITUTE, INC. | H-704853 |
| 31 | KOREAN HEALTH, EDUCATION, INFO & RESEARCH | H-704854 |
| 32 | KORYO HEALTH FOUNDATION | H-704855 |
| 33 | LONG BEACH MEMORIAL MEDICAL CENTER dba MILLER MEMORIAL CHILDREN'S HOSPITAL | H-705102 |
| 34 | LOS ANGELES GAY AND LESBIAN COMMUNITY SERVICE CENTER | H-705219 |
| 35 | LOS ANGELES FREE CLINIC dba THE SABAN FREE CLINIC | H-704856 |
| 36 | MISSION CITY COMMUNITY NETWORK, INC. | H-704857 |
| 37 | NORTHEAST COMMUNITY CLINIC | H-704858 |
| 38 | NORTHEAST VALLEY HEALTH CORPORATION | H-704859 |
| 39 | PEDIATRIC AND FAMILY MEDICAL CENTER dba EISNER PEDIATRIC & FAMILY MEDICAL CENTER | H-704860 |
| 40 | POMONA VALLEY HOSPITAL MEDICAL CENTER, INC. | H-704861 |
| 41 | QUEENSCARE FAMILY CLINICS | H-704862 |
| 42 | SACRED HEART FAMILY MEDICAL CLINICS, INC. | H-704863 |
| 43 | SAMUEL DIXON FAMILY HEALTH CENTER, INC. | H-704864 |
| 44 | SOUTH ATLANTIC MEDICAL GROUP, INC. | H-704865 |
| 45 | SOUTH BAY FAMILY HEALTHCARE CENTER | H-704866 |
| 46 | SOUTH CENTRAL FAMILY HEALTH CENTER | H-704867 |
| 47 | ST. JOHN'S WELL CHILD AND FAMILY CENTER, INC. | H-704868 |
| 48 | T.H.E. CLINIC, INC. | H-704869 |

ATTACHMENT A

| | HWLA CONTRACTOR NAME | CONTRACT NUMBER |
|----|---|----------------------------|
| 49 | TARZANA TREATMENT CENTER, INC. | H-704870 |
| 50 | THE CATALYST FOUNDATION FOR AIDS AWARENESS AND CARE | H-704871 |
| 51 | THE CHILDREN'S CLINIC "SERVING CHILDREN AND THEIR FAMILIES" | H-704872 |
| 52 | THE CHURCH OF OUR SAVIOUR | H-704873 |
| 53 | UNIVERSAL HEALTH FOUNDATION | H-704874 |
| 54 | UNIVERSITY MUSLIM MED ASSOCIATION, INC. | H-704875 |
| 55 | URDC HUMAN SERVICES CORPORATION | H-704876 |
| 56 | VALLEY COMMUNITY CLINIC | H-704877 |
| 57 | VENICE FAMILY CLINIC | H-704878 |
| 58 | WATTS HEALTHCARE CORPORATION | H-704879 |
| 59 | WESTSIDE FAMILY HEALTH CENTER | H-704880 |
| 60 | WESTSIDE NEIGHBORHOOD CLINIC | H-704881 |
| 61 | WILMINGTON COMMUNITY CLINIC | H-704882 |

Healthy Way LA Health Care Initiative Allocation

ATTACHMENT B

Board Approval through June 30, 2013 Allocation/Estimated Allocation⁽¹⁾

| AGENCY/ HEADQUARTERS ADDRESS | EXECUTIVE DIRECTOR PHONE/FAX/EMAIL | SITE NAME | SITE ADDRESS | SUPV DIST | S P A | SERVICE TYPE(S) - MATCHED PROGRAM ⁽¹⁾ | | | | | TOTAL CONTRACT |
|---|--|------------------------------|--|--------------|-------------|--|---|-----------|-----------|-----------------------------|-------------------|
| | | | | | | P | S | PRIMARY | SPECIALTY | TOTAL MATCHED PROGRAM | |
| | | | | | | | | | | | |
| HERALD CHRISTIAN HEALTH CENTER 923 S. SAN GABRIEL BOULEVARD SAN GABRIEL, CA 91776 Total | DAVID LEE, EXECUTIVE DIRECTOR PH: (626) 286-8700 FAX: (626) 286-8650 EMAIL: davidlee@cchc.org | HERALD CHRISTIAN HEALTH CTR | 923 S. SAN GABRIEL BOULEVARD, SAN GABRIEL 91776 | 5 | 3 | P | | 763,000 | 0 | | |
| | | | | | | | | | | | |
| | | | | | | | | 763,000 | 0 | 763,000 | \$763,000 |
| LOS ANGELES CHRISTIAN HEALTH CENTERS 311 WINSTON STREET LOS ANGELES, CA 90013 Total | LISA ABDISHOO, MD, CEO PH: (213) 893-1960 Ext. 160 FAX: (213) 229-9061 EMAIL: labdishoo@lachc.com | JOSHUA HOUSE CLINIC | 311 WINSTON STREET, LOS ANGELES 90013 | 1 | 4 | P | | 1,697,100 | 0 | | |
| | | PICO ALISO COMMUNITY CLINIC | 1625 E. 4TH STREET, LOS ANGELES 90033 | 1 | 4 | P | | | | | |
| | | ANNE DOUGLAS CTR-LA MISSION | 303 E. 5TH STREET, LOS ANGELES 90013 | 1 | 4 | P | | | | | |
| | | MIDNIGHT MISSION | 601 S. SAN PEDRO STREET, LOS ANGELES 90014 | 2 | 4 | P | | | | | |
| | | GATEWAY-PERCY VILLAGE | 3455 PERCY STREET, LOS ANGELES, 90023 | 1 | 4 | P | | | | | |
| | | VOLUNTEERS OF AMERICA | 628 S. SAN JULIAN STREET, LOS ANGELES 90013 | 2 | 4 | P | | | | | |
| | | POWERHOUSE CHURCH OF WORLD | 2003 E IMPERIAL HIGHWAY, LOS ANGELES, 90059 | 2 | 6 | P | | | | | |
| | | TELECARE-LA 4 | 600 S. PAUL AVENUE, SUITE 100, LOS ANGELES 90017 | 1 | 4 | P | | | | | |
| | | TELECARE-CORE LA | 1005 S. CENTRAL AVENUE, LOS ANGELES, 90021 | 2 | 4 | P | | | | | |
| | | | | | | | | 1,697,100 | 0 | 1,697,100 | \$1,697,100 |
| UNIVERSAL COMMUNITY HEALTH CENTER 1005 E. WASHINGTON BOULEVARD LOS ANGELES, CA 90021 Total | DR. AGUSTIN LARA, MD, CEO PH: (213) 745-3636 FAX: (213) 745-3626 EMAIL: laraagustin@hotmail.com | UNIVERSAL COMMUNITH HLTH CTR | 1005 E. WASHINGTON BOULEVARD, LOS ANGELES 90021 | 2 | 4 | P | | 90,000 | 0 | | |
| | | | | | | | | | | | |
| | | | | | | | | 90,000 | 0 | 90,000 | \$90,000 |

(1) Matched Program Primary Care services allocation is an estimate.

Healthy Way LA Health Care Initiative Allocation

ATTACHMENT B

July 1, 2013 through December 31, 2013 Allocation/Estimated Allocation⁽¹⁾

| AGENCY/ HEADQUARTERS ADDRESS | EXECUTIVE DIRECTOR PHONE/FAX/EMAIL | SITE NAME | SITE ADDRESS | SUPV DIST | S P A | SERVICE TYPE(S) - MATCHED PROGRAM ⁽¹⁾ | | | | | TOTAL CONTRACT |
|---|--|------------------------------|--|--------------|-------------|--|---|-----------|-----------|-----------------------------|-------------------|
| | | | | | | P | S | PRIMARY | SPECIALTY | TOTAL MATCHED PROGRAM | |
| | | | | | | | | | | | |
| HERALD CHRISTIAN HEALTH CENTER 923 S. SAN GABRIEL BOULEVARD SAN GABRIEL, CA 91776 Total | DAVID LEE, EXECUTIVE DIRECTOR PH: (626) 286-8700 FAX: (626) 286-8650 EMAIL: davidlee@cchc.org | HERALD CHRISTIAN HEALTH CTR | 923 S. SAN GABRIEL BOULEVARD, SAN GABRIEL 91776 | 5 | 3 | P | | 763,000 | 0 | | |
| | | | | | | | | | | | |
| | | | | | | | | 763,000 | 0 | 763,000 | \$763,000 |
| LOS ANGELES CHRISTIAN HEALTH CENTERS 311 WINSTON STREET LOS ANGELES, CA 90013 Total | LISA ABDISHOO, MD, CEO PH: (213) 893-1960 Ext. 160 FAX: (213) 229-9061 EMAIL: labdishoo@lachc.com | JOSHUA HOUSE CLINIC | 311 WINSTON STREET, LOS ANGELES 90013 | 1 | 4 | P | | 1,697,000 | 0 | | |
| | | PICO ALISO COMMUNITY CLINIC | 1625 E. 4TH STREET, LOS ANGELES 90033 | 1 | 4 | P | | | | | |
| | | ANNE DOUGLAS CTR-LA MISSION | 303 E. 5TH STREET, LOS ANGELES 90013 | 1 | 4 | P | | | | | |
| | | MIDNIGHT MISSION | 601 S. SAN PEDRO STREET, LOS ANGELES 90014 | 2 | 4 | P | | | | | |
| | | GATEWAY-PERCY VILLAGE | 3455 PERCY STREET, LOS ANGELES, 90023 | 1 | 4 | P | | | | | |
| | | VOLUNTEERS OF AMERICA | 628 S. SAN JULIAN STREET, LOS ANGELES 90013 | 2 | 4 | P | | | | | |
| | | POWERHOUSE CHURCH OF WORLD | 2003 E IMPERIAL HIGHWAY, LOS ANGELES, 90059 | 2 | 6 | P | | | | | |
| | | TELECARE-LA 4 | 600 S. PAUL AVENUE, SUITE 100, LOS ANGELES 90017 | 1 | 4 | P | | | | | |
| | | TELECARE-CORE LA | 1005 S. CENTRAL AVENUE, LOS ANGELES, 90021 | 2 | 4 | P | | | | | |
| | | | | | | | | 1,697,000 | 0 | 1,697,000 | \$1,697,000 |
| UNIVERSAL COMMUNITY HEALTH CENTER 1005 E. WASHINGTON BOULEVARD LOS ANGELES, CA 90021 Total | DR. AGUSTIN LARA, MD, CEO PH: (213) 745-3636 FAX: (213) 745-3626 EMAIL: laraagustin@hotmail.com | UNIVERSAL COMMUNITH HLTH CTR | 1005 E. WASHINGTON BOULEVARD, LOS ANGELES 90021 | 2 | 4 | P | | 90,000 | 0 | | |
| | | | | | | | | | | | |
| | | | | | | | | 90,000 | 0 | 90,000 | \$90,000 |

(1) Matched Program Primary Care services allocation is an estimate.

Contract No. H-_____

HEALTHY WAY LA HEALTH CARE INITIATIVE

AMENDMENT NO. ____

THIS AMENDMENT is made and entered into this _____ day
of _____, 2012,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

(hereafter "Community Partner" or
"Contractor").

[Use first recital only for original CPs]

WHEREAS, reference is made to that certain document entitled "HEALTHY WAY LA HEALTH CARE INITIAITVE", dated June 14, 2011, and any amendments thereto, all further identified as Agreement No. H-70_____ (all hereafter "Agreement"); and

[Use this recital only for the 7 new RW HIV Agrs]

WHEREAS, reference is made to that certain document entitled "HEALTHY WAY LA HEALTH CARE INITIATIVE", dated November 8, 2011 (July 1, 2012 for LAGLC), and any amendments thereto, all further identified as Agreement No. H-70_____ (all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend the Agreement to make administrative and programmatic changes that are needed for the continued implementation of the HWLA Health Care Initiative; and

EXHIBIT I

WHEREAS, County desires to address these necessary changes and, revise the language by amending Exhibit A-1.A, Exhibit A-2.A, Exhibit C-1.B, Exhibit C-2.A, and Exhibit C-3.A; and

WHEREAS, the Agreement provides that changes to its terms may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. This Amendment shall be effective upon Board approval.

[For the 7 new RW HIV Agrs, "Term of Agreement" is Paragraph 1 and effective date is 11-01-11 except for LAGLC which is 07-01-12]

2. Agreement Paragraph 2, "TERM OF AGREEMENT" shall be deleted in its entirety and replaced with the following:

"2. TERM OF AGREEMENT:

A. This Agreement shall be effective July 1, 2011, through June 30, 2012. This Agreement shall be thereafter automatically renewed for an additional eighteen (18) month period, effective July 1, 2012, through June 30, 2013, and July 1, 2013, through December 31, 2013, without further action by the parties hereto, provided that funding is appropriated by the Board for each extended renewal period, unless either party desires not to renew the same in which case written notice must be given to the other party no less than thirty (30) calendar days prior to the end of any such renewal period. All provisions of the Agreement in effect on June 30, 2012, shall remain in effect for all renewal periods. Community Partner shall be

EXHIBIT I

compensated according to the payment provisions and rate(s) specified in this Agreement.

B. The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Agreement term extension option.”

3. Paragraph 12, Pharmacy, of EXHIBIT A-1.A, “DESCRIPTION OF SERVICES, PRIMARY HEALTH CARE SERVICES, HEALTH WAY LA HEALTH CARE INITIATIVE, MATCHED AND UNMATCHED PROGRAMS, FQHC/FQHC LOOK-ALIKES COMMUNITY PARTNERS”, is hereby deleted in its entirety and replaced as follows:

"12. Pharmacy: Community Partner shall ensure access to medically necessary pharmaceuticals for its patients during the Community Partner’s normal operating hours, ensure that patients are provided up-to-date information about how and where they can fill their prescriptions (i.e., provide a list of pharmacies, dispensaries and contracted pharmacy networks), and are provided with information on how and where to obtain pharmaceuticals in emergency situations and when the Community Partner or contracted pharmacy is not open. Community Partner must use the Approved DHS Primary Care Formulary, which shall be provided to Community Partner prior to the commencement of services under this Agreement by way of the PIN process. Community Partner may prescribe pharmaceuticals beyond what is listed in the Formulary upon prior authorization from DHS, which process shall be set forth in the Formulary, as well as prescribe therapeutic equivalent (generic) pharmaceuticals, with some exceptions as shall be provided to

EXHIBIT I

Community Partner in the Formulary. Community Partner may also counsel patients on non-prescription therapeutic interventions whenever feasible, for example exercise, weight loss, and smoking cessation. Community Partner shall participate in all Patient Assistance Programs (PAPs) provided by individual pharmaceutical companies. The foregoing obligation shall apply to those pharmaceuticals specifically identified in the DHS Primary Care Formulary as "PAP Required" or such other terminology as DHS may choose to employ. Community Partner shall submit on behalf of all of its Eligible Matched Program Patients applications for any applicable PAP. County shall not reimburse Community Partner for the provision of any pharmaceuticals, if permitted under this Agreement, unless the Eligible Matched Program Patient's PAP application has been rejected."

4. Paragraph 12, Pharmacy, of EXHIBIT A-2.A, "DESCRIPTION OF SERVICES, PRIMARY HEALTH CARE SERVICES, HEALTH WAY LA HEALTH CARE INITIATIVE, MATCHED AND UNMATCHED PROGRAMS, NON-FQHC COMMUNITY PARTNERS", is hereby deleted in its entirety and replaced as follows:

"12. Pharmacy: Community Partner shall ensure access to medically necessary pharmaceuticals for its patients during the Community Partner's normal operating hours, ensure that patients are provided up-to-date information about how and where they can fill their prescriptions (i.e., provide a list of pharmacies, dispensaries and contracted pharmacy networks), and are provided with information on how and where to obtain pharmaceuticals in emergency situations and when the Community Partner or contracted pharmacy is not open. Community Partner must use the Approved DHS Primary Care Formulary, which shall be provided to

EXHIBIT I

Community Partner prior to the commencement of services under this Agreement by way of the PIN process. Community Partner may prescribe pharmaceuticals beyond what is listed in the Formulary upon prior authorization from DHS, which process shall be set forth in the Formulary, as well as prescribe therapeutic equivalent (generic) pharmaceuticals, with some exceptions as shall be provided to Community Partner in the Formulary. Community Partner may also counsel patients on non-prescription therapeutic interventions whenever feasible, for example exercise, weight loss, and smoking cessation. Community Partner shall participate in all Patient Assistance Programs (PAPs) provided by individual pharmaceutical companies. The foregoing obligation shall apply to those pharmaceuticals specifically identified in the DHS Primary Care Formulary as "PAP Required" or such other terminology as DHS may choose to employ. Community Partner shall submit on behalf of all of its Eligible Matched Program Patients applications for any applicable PAP. County shall not reimburse Community Partner for the provision of any pharmaceuticals, if permitted under this Agreement, unless the Eligible Matched Program Patient's PAP application has been rejected."

5. Paragraph 2, FUNDING ADJUSTMENTS, Sub-paragraph C, Transfer of Funds, of EXHIBIT C-1.B, "FUNDING, BILLING AND PAYMENT, UNMATCHED PROGRAM, ALL COMMUNITY PARTNERS", is hereby deleted in its entirety and replaced as follows:

"C. Transfer of Funds: County and Community Partner acknowledge that a portion of Community Partners in the Unmatched Program maintain multiple service sites and/or provide a breadth of services, including primary care, specialty

EXHIBIT I

care, and/or dental care. County and Community Partner acknowledge that such Community Partners may need to transfer funds between service sites or service categories, or both, in order to maximize the ability to provide patient care. County and Community Partner further acknowledge that a need to transfer funds between service sites or between service categories or both must be tempered against the Allocation Methodology Formula's goal of achieving funding equity between SPAs. Therefore, the parties agree that, if Community Partner is an Unmatched Program provider with multiple service sites or a provider of a breadth of services, Community Partner shall be permitted to request Director's approval to transfer funds as follows:

1. Funding Transfers Within a SPA: Once during each Fiscal Year that this Agreement is in effect, Community Partner may, upon written request to and written approval from County, transfer funds between its service categories within the same SPA. Community Partner shall submit to Director a written request for any such transfer of funds. Within thirty (30) business days of receipt of complete and accurate documents, Director shall notify Community Partner whether the transfer of funds has been approved and, if approved, the effective date of such transfer. Such transfers will not be carried to the next Fiscal Year Maximum Obligation.

Any such transfer of funds shall be affected through an administrative amendment to the Agreement, which amendment shall require prior approval of the Chief Executive Office and County Counsel.

2. Other Funding Transfers: This subparagraph 2 shall apply to funding transfers: (a) between SPAs and within the same service category; and (b) between SPAs and between Community Partner's service categories.

Community Partner shall be permitted to request, in writing, a one-time only funding transfer as set forth in this subparagraph once in each Fiscal Year that this Agreement is in effect. Director may, at his/her sole discretion, and upon written request from Community Partner, permit or prohibit any such transfer of funds. Director shall consider the geographic proximity of the service sites impacted by the proposed transfer, the amount of funding requested for transfer, which amount is not to exceed ten percent (10%) of the Total Unmatched Program Maximum Obligation for each Fiscal Year, whether Community Partner's request demonstrates a compelling justification and whether that justification fits with the larger goal of the Unmatched Program to meet the needs of underserved patients. County shall issue a PIN setting forth further information on this transfer process.

To demonstrate a compelling justification for the transfer, Community Partner's written request shall set forth a detailed explanation to support the need for the transfer, including an estimate of the number of visits expected to be served. Community Partner's request shall be accompanied by a revised Workplan.

Within thirty (30) business days of receipt of complete and accurate documents, Director shall notify Community Partner whether the transfer of funds has been approved and, if approved, the effective date of such

EXHIBIT I

transfer. Director reserves the sole discretion to authorize a funding transfer that does not meet the criteria set forth herein if such transfer is in the best interest of the Unmatched Program, or the best interest of the Unmatched Program patients to be impacted by the proposed transfer, or both.

In the event that Director denies Community Partner's request to transfer funds, Community Partner shall have one opportunity to appeal the Director's decision. Community Partner's appeal shall be in writing and received by Director within ten (10) business days of the date of Director's decision. If Community Partner's appeal is received in a timely manner as defined herein, Director shall analyze the data and information provided by Community Partner, and respond in writing to Community Partner as to the final determination. Director's decision shall be final.

Any transfer of funds pursuant to this paragraph shall be effected through an administrative amendment to the Agreement, which amendment shall require prior approval of the Chief Executive Office and County Counsel."

6. Paragraph 7, COUNTY'S MANUAL REPROCESSING OF COMMUNITY PARTNER'S DENIED AND CANCELED CLAIMS, of EXHIBIT C-1.B, "FUNDING, BILLING AND PAYMENT, UNMATCHED PROGRAM, ALL COMMUNITY PARTNERS", is hereby deleted in its entirety and replaced as follows:

"7. COUNTY'S MANUAL REPROCESSING OF COMMUNITY PARTNER'S DENIED AND CANCELED CLAIMS: If claims were denied or canceled through no fault of County or County's Claims Adjudicator, and solely

EXHIBIT I

through the fault of Community Partner, Community Partner shall pay County the appropriate County contract, per-claim fee billed County by County's Claims Adjudicator. County shall not charge the processing fee to the Community Partner in those instances where County cannot conclusively determine which party is at fault for the denial or the cancellation. Community Partner shall be advised by Director, by means of a PIN, of the current fee charged to County. The County shall recoup payment due from Community Partner for denied or canceled claims by requesting payment from Community Partner, which repayment shall be remitted forthwith by Community Partner to County by check made payable to the County of Los Angeles, or by withholding such amount from the usual monthly payment for Community Partner's services under this Agreement as an off-set."

7. Paragraph 6, COUNTY'S MANUAL REPROCESSING OF COMMUNITY PARTNER'S DENIED AND CANCELED CLAIMS, of EXHIBIT C-2.A, "HWLA INITIATIVE MATCHED, ESTIMATED EXPENDITURES, BILLING AND PAYMENT, FQHC/FQHC LOOKALIKE COMMUNITY PARTNERS", is hereby deleted in its entirety and replaced as follows:

"6. COUNTY'S MANUAL REPROCESSING OF COMMUNITY PARTNER'S DENIED AND CANCELED CLAIMS: If claims were denied through no fault of County or County's Claims Adjudicator, and solely through the fault of Community Partner, Community Partner shall pay County the appropriate County contract, per-claim fee billed County by County's Claims Adjudicator. County shall not charge the processing fee to the Community Partner in those instances where County cannot conclusively determine which party is at fault for the denial or the

EXHIBIT I

cancellation. Community Partner shall be advised by Director, by means of a PIN, of the current fee charged to County. The County shall recoup payment due from Community Partner for denied or canceled claims by requesting payment from Community Partner, which repayment shall be remitted forthwith by Community Partner to County by check made payable to the County of Los Angeles or by withholding such amount from the usual monthly payment for Community Partner's services under this Agreement as an off-set."

8. Paragraph 9, PAYMENT RATES, for EXHIBIT C-2.A, "HWLA INITIATIVE MATCHED, ESTIMATED EXPENDITURES, BILLING AND PAYMENT, FQHC/FQHC LOOKALIKE COMMUNITY PARTNERS", is hereby deleted in its entirety and replaced as follows:

"9. PAYMENT RATES: As a condition for payment for services rendered hereunder, Community Partner must provide to County the required eligibility documentation in accordance with the process set forth in Exhibit B-1.A of this Agreement.

For the period July 1, 2012, through December 31, 2013, Community Partner, shall be reimbursed as set forth in Exhibit B-1.A.

Payment rates shall be as follows:

A. Primary Care: As required under the terms of the Demonstration Project, Community Partner shall be reimbursed for the provision of Primary Care at either the Medi-Cal Prospective Payment System (PPS) Rate or One Hundred Nine Dollars (\$109.00) per visit,

EXHIBIT I

whichever is greater, for primary health care services as defined under this Agreement.

B. Specialty Care: Community Partner shall be reimbursed for the provision of Specialty Care at the Medi-Cal PPS Rate or One Hundred Nine Dollars (\$109.00) per visit, whichever is greater, for specialty care services provided directly by Community Partner. In the event that Community Partner refers the Eligible Matched Program Patient to an outside provider for Specialty Care, reimbursement shall be at the Medicare Rate in effect for the specialty care service as of the date such service was rendered. In the event that Community Partner elects to access specialty care providers under the CHAIN Program pursuant to the separate agreement described in Paragraph 2 of this Exhibit, any and all costs associated with the provision of specialty care shall be reimbursed pursuant to that separate agreement or any successor agreement thereto.

C. "Matched Pending" Patients: Notwithstanding the foregoing, Community Partner shall be reimbursed for services provided to "Matched Pending" patients between July 1, 2011, and December 31, 2013, as that term is defined in Exhibit B-1.A, at the Community Partner's Medi-Cal Prospective Payment System (PPS) Rate or One Hundred Nine Dollars (\$109) per visit, whichever is greater. County shall have no obligation to reimburse Community Partner for services provided to any Matched Pending Patient unless and until Community Partner submits an application to the County in accordance with the process set forth in Exhibit B.1.A. County

EXHIBIT I

shall reimburse Community Partner at the PPS rate for those “Matched Pending” patients who have an application under review by County as of July 1, 2011.

D. New Enrollments and Redeterminations: County shall reimburse each Community Partner Ten Dollars (\$10) for each new HWLA enrollment for applications submitted between July 1, 2012, through December 31, 2013. In addition, the County shall reimburse each Community Partner ten dollars (\$10.00) for each HWLA redetermination successfully completed and submitted between July 1, 2012, through December 31, 2013, or until DHS and the County's Department of Public Social Services implement a mail-in redetermination option for HWLA patients, whichever is sooner. This reimbursement shall be provided by County to the Community Partner within thirty (30) days after the end of every six (6) months, beginning January 1, 2013] and ending January 1, 2014. County shall reimburse Community Partner only for new enrollments and successful redeterminations only and not for unsuccessful or duplicate applications or redeterminations.

E. Adjustment to the Medi-Cal PPS Rate: In the event that Community Partner's Medi-Cal PPS Rate is either increased or decreased by action of the State at any time during the term of this Agreement, Director shall have the authority to either increase or decrease Community Partner's Medi-Cal PPS Rate to coincide with the rate set by the State.

EXHIBIT I

In the event that Community Partner loses its status as a FQHC or FQHC Lookalike, for any reason whatsoever during the term of this Agreement, Contractor shall immediately notify County of its loss of status in writing. Failure to provide County such notice shall be a material breach of this Agreement upon which County may immediately terminate this Agreement. Director shall have the authority to adjust the rate paid to Community Partner so that the rate accords with that set forth for Non-FQHC Community Partners. Such adjustment shall be effective as of the date that Community Partner's FQHC or FQHC Lookalike status changed and shall be memorialized through an administrative amendment to this Agreement, which amendment shall be approved prior to execution by the County's Chief Executive Office and County Counsel.

In the event that County reimbursed Community Partner for claims at the Medi-Cal PPS rate even though Community Partner's FQHC or FQHC Lookalike designation lapsed, County shall be entitled to recoup from Community Partner the difference between the Medi-Cal PPS rate and the rate set forth for Non-FQHC Community Partners by: 1) crediting the amount to be recouped against any amounts due by the County to the Community Partner; or 2) by Community Partner remitting payment within thirty (30) calendar days of demand by County.

F. Payment Disallowances: If after reviewing Matched Program enrollment documents submitted by Community Partner, County determines that a patient does not meet the Matched Program eligibility requirements, or

EXHIBIT I

that a patient was not assigned to Community Partner's site(s) as the patient's medical home, County shall recoup the reimbursement for each ineligible patient visit by: 1) crediting the amount to be recouped against any amounts due by the County to Community Partner; or 2) by Community Partner remitting payment paid within thirty (30) calendar days of demand by County."

9. Paragraph 6, COUNTY'S MANUAL REPROCESSING OF COMMUNITY PARTNER'S DENIED AND CANCELED CLAIMS, of EXHIBIT C-3.A, "HWLA INITIATIVE MATCHED, ESTIMATED EXPENDITURES, BILLING AND PAYMENT, NON-FQHC COMMUNITY PARTNERS", is hereby deleted in its entirety and replaced as follows:

"6. COUNTY'S MANUAL REPROCESSING OF COMMUNITY PARTNER'S DENIED AND CANCELED CLAIMS: If claims were denied through no fault of County or County's Claims Adjudicator, and solely through the fault of Community Partner, Community Partner shall pay County the appropriate County contract, per-claim fee billed County by County's Claims Adjudicator. County shall not charge the processing fee to the Community Partner in those instances where County cannot conclusively determine which party is at fault for the denial or the cancellation. Community Partner shall be advised by Director, by means of a PIN, of the current fee charged to County. The County shall recoup payment due from Community Partner for denied or canceled claims by requesting payment from Community Partner, which repayment shall be remitted forthwith by Community Partner to County by check made payable to the County of Los Angeles or by

EXHIBIT I

withholding such amount from the usual monthly payment for Community Partner's services under this Agreement as an off-set."

10. Paragraph 9, PAYMENT RATES, of EXHIBIT C-3.A, "HWLA INITIATIVE MATCHED, ESTIMATED EXPENDITURES, BILLING AND PAYMENT, NON-FQHC COMMUNITY PARTNERS", is hereby deleted in its entirety and replaced as follows:

"9. PAYMENT RATES: As a condition for payment for services rendered hereunder, Community Partner must provide to County the required eligibility documentation in accordance with the process set forth in Exhibit B-1.A of this Agreement.

For the period July 1, 2012, through December 31, 2013, Community Partner, shall be reimbursed as set forth in Exhibit B-1.A.

Payment rates shall be as follows:

A. Primary Care: As required under the terms of the Demonstration Project, Community Partner shall be reimbursed for the provision of Primary Care at either the Medi-Cal Prospective Payment System (PPS) Rate or One Hundred Nine Dollars (\$109.00) per visit, whichever is greater, for primary health care services as defined under this Agreement.

B. Specialty Care: Community Partner shall be reimbursed for the provision of Specialty Care at the Medi-Cal PPS Rate or One Hundred Nine Dollars (\$109.00) per visit, whichever is greater, for specialty care services provided directly by Community Partner. In the event that Community Partner refers the Eligible Matched Program Patient to an outside provider for

EXHIBIT I

Specialty Care, reimbursement shall be at the Medicare Rate in effect for the specialty care service as of the date such service was rendered. In the event that Community Partner elects to access specialty care providers under the CHAIN Program pursuant to the separate agreement described in Paragraph 2 of this Exhibit, any and all costs associated with the provision of specialty care shall be reimbursed pursuant to that separate agreement or any successor agreement thereto.

C. “Matched Pending” Patients: Notwithstanding the foregoing, Community Partner shall be reimbursed for services provided to “Matched Pending” patients between July 1, 2011 and December 31, 2013, as that term is defined in Exhibit B-1.A, at the Community Partner’s Medi-Cal Prospective Payment System (PPS) Rate or One Hundred Nine Dollars (\$109) per visit, whichever is greater. County shall have no obligation to reimburse Community Partner for services provided to any Matched Pending Patient unless and until Community Partner submits an application to the County in accordance with the process set forth in Exhibit B.1.A. County shall reimburse Community Partner at the PPS rate for those “Matched Pending” patients who have an application under review by County as of July 1, 2011.

D. New Enrollments and Redeterminations: County shall reimburse each Community Partner Ten Dollars (\$10) for each new HWLA enrollment for applications submitted between July 1, 2012, through December 31, 2013. In addition, the County shall reimburse each

EXHIBIT I

Community Partner ten dollars (\$10.00) for each HWLA redetermination successfully completed and submitted between July 1, 2012, through December 31, 2013, or until DHS and the County's Department of Public Social Services implement a mail-in redetermination option for HWLA patients, whichever is sooner. This reimbursement shall be provided by County to the Community Partner within thirty (30) days after the end of every six (6) months, beginning January 1, 2013 and ending January 1, 2014. County shall reimburse Community Partner only for new enrollments and successful redeterminations only and not for unsuccessful or duplicate applications or redeterminations.

E. Adjustment to the Medi-Cal PPS Rate: In the event that Community Partner's Medi-Cal PPS Rate is either increased or decreased by action of the State at any time during the term of this Agreement, Director shall have the authority to either increase or decrease Community Partner's Medi-Cal PPS Rate to coincide with the rate set by the State.

In the event that Community Partner loses its status as a FQHC or FQHC Lookalike, for any reason whatsoever during the term of this Agreement, Contractor shall immediately notify County of its loss of status in writing. Failure to provide County such notice shall be a material breach of this Agreement upon which County may immediately terminate this Agreement. Director shall have the authority to adjust the rate paid to Community Partner so that the rate accords with that set forth for Non-FQHC Community Partners. Such adjustment shall be effective as of the date that

EXHIBIT I

Community Partner's FQHC or FQHC Lookalike status changed and shall be memorialized through an administrative amendment to this Agreement, which amendment shall be approved prior to execution by the County's Chief Executive Office and County Counsel.

In the event that County reimbursed Community Partner for claims at the Medi-Cal PPS rate even though Community Partner's FQHC or FQHC Lookalike designation lapsed, County shall be entitled to recoup from Community Partner the difference between the Medi-Cal PPS rate and the rate set forth for Non-FQHC Community Partners by: 1) crediting the amount to be recouped against any amounts due by the County to the Community Partner; or 2) by Community Partner remitting payment within thirty (30) calendar days of demand by County.

F. Payment Disallowances: If after reviewing Matched Program enrollment documents submitted by Community Partner, County determines that a patient does not meet the Matched Program eligibility requirements, or that a patient was not assigned to Community Partner's site(s) as the patient's medical home, County shall recoup the reimbursement for each ineligible patient visit by: 1) crediting the amount to be recouped against any amounts due by the County to Community Partner; or 2) by Community Partner remitting payment paid within thirty (30) calendar days of demand by County."

11. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

EXHIBIT I

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by its Director of Health Services, and Contractor has caused this Amendment to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Mitchell H. Katz, M.D.
Director

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
John Krattli, County Counsel